

WAYS AND MEANS COMMITTEE

AGENDA

TUESDAY, MARCH 1, 2022

4:00 P.M.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- | | |
|-------|--|
| I | CALL TO ORDER |
| II | ROLL CALL |
| III | CHANGES TO AGENDA |
| IV | APPROVAL OF AGENDA |
| 1-5 | V MINUTES (2/1/2022) |
| | VI PUBLIC INPUT |
| | VII PETITIONS AND COMMUNICATIONS |
| | A. ARPA Presentation: Bangor-Monitor Metropolitan Water District - Extending Water Lines in Bay County |
| 6-8 | B. Bay County Sheriff - Out of State Training for Deputy Mark Christian (Seeking approval of attached travel request for training course in Orlando, FL; NOTE: Only Committee approval required - motion to approve travel request would be appropriate) |
| 9-10 | C. Friend of the Court - Renewal of CLEAR Services (Seeking approval of renewal of CLEAR Services; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached) |
| 11-12 | D. Director of Administrative Services - ShieldForce Software for Animal Services (Seeking \$1,800 appropriation from Fund Balance for 4 software licenses; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached) |
| 13-15 | E. Office of Community Corrections - FY2023 Grant (Seeking authorization for grant application; authorization for Board Chair to sign required application and grant award documents; approval of required budget adjustments - proposed resolution attached) |

- 16-17 F. Director of Recreation & Facilities - Changes to 2022 Fee Schedule - Community Center **(Seeking approval of requested Open Gym and Fitness Membership to \$20.00/month until 9/1/2022 when fee will increase to \$30.00/month - proposed resolution attached)**
- 18-34 G. Buildings & Grounds Superintendent - Removal of Fiber Optic Pole Attachments **(Seeking \$3,590 appropriation to allow for removal of 51 pole attachments by the City of Bay City; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached)**
- 35-37 H. Bay County Fair and Youth Exposition Board - Fairgrounds Improvements; Grant Applications **(Seeking approval of Fairgrounds improvements; authorization to proceed with grant applications - proposed resolution attached)**
- 38-39 I. Emergency Management Coordinator - Emergency Management Performance Grant American Rescue Plan Act Fund FY2021 - \$12,367.00 **(Seeking approval of Agreement; authorization for Board Chair to sign; approval of required budget adjustments - proposed resolution attached)**
- 40- J. PAYABLES **(Proposed resolution attached)**
- K. Finance Officer
- 41- 1. Analysis of General Fund Equity 2022 **(Receive)**
- 42- 2. Executive Directive #2007-11 - Update **(Receive)**
- 43- 3. Lease Threshold Amount per GASB 87 **(Receive)**

VIII REFERRALS

IX UNFINISHED BUSINESS

X NEW BUSINESS

XI CLOSED SESSION (when requested)

XII MISCELLANEOUS

XIII ANNOUNCEMENTS

XIV ADJOURNMENT

PLEASE NOTE: THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/ DIVISION HEAD PLACING AN ITEM ON THIS AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED

BY COMMITTEE MEMBERS.

Join Zoom Meeting

<https://us02web.zoom.us/j/81694266170>

Meeting ID: 816 9426 6170

Passcode: 547697

One tap mobile

+13126266799,,81694266170#,,,,*547697# US (Chicago)

+19292056099,,81694266170#,,,,*547697# US (New York)

The County of Bay will provide necessary and reasonable auxiliary aids and services such as signers for the hearing impaired and audio tapes of printed materials to individuals with disabilities upon 10 days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson, ADA Coordinator

Corporation Counsel

515 Center Avenue

Fourth Floor, Bay County Building

Bay City, MI 48708

(989)895-4131

**WAYS AND MEANS COMMITTEE
MINUTES**

MEETING OF THE BAY COUNTY WAYS AND MEANS COMMITTEE HELD ON TUESDAY, FEBRUARY 1, 2022, FOURTH FLOOR, BAY COUNTY BUILDING.

CALL TO ORDER BY CHAIR FOX AT 4:00 P.M.

ROLL CALL:

MOTION NO.

COMMISSIONERS PRESENT:		1	2	3	4	5	6	7	8	9	10	11	12
MARIE FOX, CHAIR	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
KAYSEY L. RADTKE, V. CHAIR	P	S/Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
ERNIE KRYGIER	P	Y	Y	Y	Y	Y	Y	Y	M/Y	Y	S/Y	Y	Y
VAUGHN J. BEGICK	P	Y	S/Y	Y	S/Y	Y	Y	Y	Y	Y	Y	Y	Y
KIM COONAN	P	Y	Y	S/Y	Y	Y	M/Y	Y	Y	Y	M/Y	Y	Y
JAYME A. JOHNSON	P	M/Y	Y	M/Y	Y	S/Y	Y	M/Y	S/Y	S/Y	Y	S/Y	S/Y
THOMAS M. HEREK, EX OFFICIO	P	Y	M/Y	Y	M/Y	M/Y	Y	Y	Y	M/Y	Y	M/Y	M/Y

MOTION NO.

COMMISSIONERS PRESENT:		13	14	15	16	17	18	19	20	21	22	23	24
MARIE FOX, CHAIRMAN		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
KAYSEY L. RADTKE, V. CHAIR		S/Y	Y	Y	Y	Y	Y	S/Y	S/Y	Y	Y	S/Y	Y
ERNIE KRYGIER		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
VAUGHN J. BEGICK		Y	S/Y	Y	S/Y	Y	Y	Y	M/Y	S/Y	Y	M/Y	S/Y
KIM COONAN		Y	Y	M/Y	Y	M/Y	S/Y	Y	Y	Y	S/Y	Y	Y
JAYME L. JOHNSON		Y	Y	S/Y	Y	S/Y	Y	Y	Y	M/Y	Y	Y	Y
THOMAS M. HEREK, EX OFFICIO		M/Y	M/Y	Y	M/Y	Y	M/Y	Y	Y	Y	M/Y	Y	M/Y

MOTION NO.

COMMISSIONERS PRESENT:		25	26	27	28	29	30	31	32	33	34	35	36
MARIE FOX, CHAIR		Y	Y	Y	Y								
KAYSEY L. RADTKE, V. CHAIR		Y	S/Y	Y	Y								
ERNIE KRYGIER		Y	Y	M/	Y								
VAUGHN J. BEGICK		Y	Y	M/Y	Y								
KIM COONAN		M/Y	M/Y	S/Y	M/Y								
JAYME A. JOHNSON		S/Y	Y	Y	Y								
THOMAS M. HEREK, EX OFFICIO		Y	Y	Y	S/Y								

OTHERS PRESENT: A.DAVIS-JOHNSON; C.GOULET, C.IZWORSK; T.CUNNINGHAM; L.OGAR, E.EURICH, R.BRANDT, F.MOORE, J.COPPENS, C.HILL, NAACP-JOE NEWTON, D.NEWTON, R.VANTOL, N.PAIGE, D.BERGER

PRESENT VIA ZOOM: J.BARCIA, C.GIGNAC, B.MLOSTEK, N.BORUSHKO

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT; W-WITHDRAWN

-/-

NAME

ADDRESS

Carol Hill

Elizabeth Kornacker 2525 Garfield St

David Newton

615 Howard

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MINUTES
TUESDAY, FEBRUARY 1, 2022
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MOTION NO.

NOTE: In addition to these typed minutes which are not verbatim, this Committee meeting was also video taped and those tapes are available for review in the Executive's Office or can be viewed on Bay County's website www.baycounty-mi.gov/executive/videos.

Changes to the 2/1/22 Ways and Means Committee agenda were outlined by Committee Chair Marie Fox to include removal of items A-2, F-3 and J-7 and the addition of what is now numbered J-8.

- 1 MOVED, SUPPORTED AND CARRIED TO CONCUR WITH THE OUTLINED ADDITION AND DELETION FROM THE 2/1/22 WAYS AND MEANS COMMITTEE AGENDA.
- 2 MOVED, SUPPORTED AND CARRIED TO APPROVE THE 2/1/22 WAYS AND MEANS COMMITTEE AS REVISED.
- 3 MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE DECEMBER 7, 2021 WAYS AND MEANS COMMITTEE MEETING AS PRINTED.

Public input was called. Elizabeth Kornacki, Beaver Township resident, cited her involvement with rehoming animals and spoke to the wonderful service provided by the Animal Services Department and the staff. She noted that given the limited staff at Animal Services, there is a gap in viewing animals available and getting available animals rehomed. It was her feeling that the understaffing issue at Animal Services should be addressed to allow that department to continue and improve its efforts.

Joe Newton, NAACP, addressed the Committee regarding the Strategic Plan put together by the NAACP in their efforts to secure ARPA funding to meet their goals. Mr. Newton outlined and explained the Strategic Plan and how their efforts would address the needs that exist. \$1.6 million is being requested and that funding is based on the needs of the current population. Following a brief question and answer period, it was

- 4 MOVED, SUPPORTED AND CARRIED TO RECEIVE THE PRESENTATION.

Richard Van Tol, Montessori House of Bay City Volunteer Board Member, outlined the Multigenerational Care Project on the campus of New Hope Bay and provided an Economic Infrastructure Project summary for Bay County. This proposal is designed to provide a national model for expanding child care infrastructure in order to meet the workforce and economic development needs of Bay County and its employers. The ARPA funding being sought is \$300,000 and this project, located in Hampton Township, would be supervised by New Hope Bay. Following question/answers, it was

- 5 MOVED, SUPPORTED AND CARRIED TO RECEIVE THE PRESENTATION.
- 6 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PINCONNING AREA SCHOOL RESOURCE OFFICER FOR LINWOOD ELEMENTARY SCHOOL (SHERIFF). - 3-

**WAYS AND MEANS COMMITTEE
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MOTION NO.

- 7 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF REPLACEMENT OF A TOTALED PATROL CAR (SHERIFF).
- 8 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE 2022 MARINE PATROL SAFETY PROGRAM (SHERIFF).
- 9 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF VEHICLE PURCHASE BY PINCONNING TOWNSHIP (SHERIFF).
- 10 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE BOYS AND GIRLS CLUB SUMMER RECREATION PROGRAM (RECREATION & FACILITIES).
- 11 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF ACCEPTANCE OF GRANT AWARD FOR IN-HOME SERVICES PROVIDERS (DEPARTMENT ON AGING).
- 12 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE TIRE SHREDDER AGREEMENT (MOSQUITO CONTROL).
- 13 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PURCHASE OF INSECTICIDES FROM LOW QUALIFIED BIDDER(S) (MOSQUITO CONTROL).
- 14 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF LIGHT TRAP CONTRACTS FOR 2022 (MOSQUITO CONTROL).
- 15 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF \$2,500 APPROPRIATION FROM FUND BALANCE FOR PURCHASE OF FLAGS FOR MEMORIAL DAY (ADMINISTRATIVE SERVICES/VETERANS AFFAIRS).
- 16 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF \$1,400 APPROPRIATION FROM FUND BALANCE FOR PEST REMOVAL SERVICES (ADMINISTRATIVE SERVICES/ANIMAL SERVICES).
- 17 MOVED, SUPPORTED AND CARRIED TO RECEIVE TUITION REIMBURSEMENT INFORMATION - ALEX PROBANZ (DISTRICT COURT) AS PROVIDED BY THE PERSONNEL DIRECTOR).
- 18 MOVED, SUPPORTED AND CARRIED TO RECEIVE THE PROJECT UPDATE ON THE LINWOOD SCENIC ACCESS SITE AS PROVIDED BY THE DIRECTOR OF ENVIRONMENTAL AFFAIRS AND COMMUNITY DEVELOPMENT WITH RECOGNITION FOR THE EXCEPTIONAL JOB MS. OGAR HAS PUT INTO THIS EFFORT.
- 19 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PAYABLES RESOLUTION: GENERAL & BAYANET (FINANCE).

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**WAYS AND MEANS COMMITTEE
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MOTION NO.

- 20 MOVED, SUPPORTED AND CARRIED TO RECEIVE ANALYSIS OF GENERAL FUND EQUITY 2022 (FINANCE).
- 21 MOVED, SUPPORTED AND CARRIED TO RECEIVE EXECUTIVE DIRECTIVE # 2007-11 (FINANCE).
- 22 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE OFFICE DEPOT ACCOUNT CONTRACT EXTENSION (PURCHASING)
- 23 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE STAPLES ACCOUNT CONTRACT (PURCHASING).
- 24 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE AGREEMENT WITH KROLL FOR ENDPOINT DETECTION RESPONSE SOFTWARE (ISD).
- 25 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE TWO FACTOR AUTHENTICATION FOR ADDED SECURITY (ISD).
- 26 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE KROLL INFORMATION SECURITY AND COMPUTER SERVICES AGREEMENTS (ENDPOINT DETECTION RESPONSE SOFTWARE) (ISD).
- 27 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE MDHHS-IV-E-LRGRANT (PROBATE COURT).

Commissioner Coonan questioned the status of the Broadband study and Cristen Gignac, Director of Recreation & Facilities, advised that a meeting has been held and another scheduled for Thursday relative to the project scope and that information will be forthcoming as soon as possible.

Commissioner Johnson reminded of the upcoming Garber "Night at the Races" event - tickets \$50.

There being no further business, it was

- 28 MOVED, SUPPORTED AND CARRIED TO ADJOURN (5:15 P.M.).

Submitted by:

Deanne Berger

**Deanne Berger
Board Coordinator**

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Troy R. Cunningham
Sheriff Of Bay County

Christopher D. Mausolf
Undersheriff

Troy A. Stewart
Jail Administrator

TO: Marie Fox, Chairman
Ways and Means Committee

FROM: Sheriff Troy R. Cunningham *TRC*

DATE: February 4, 2022

SUBJECT: Out of State Training
Approve and Accept

REQUEST: Request the approval and acceptance to send Deputy Mark Christian to school for HITS-2022 K-9 Training. The conference will be held Monday thru Friday, August 15-19, 2022 at the Rosen Center Orlando, Orlando, Florida. This is a special course for "K-9 Handler".

FINANCE/ECONOMICS: Pinconning Township will cover all costs of flight, hotel, training and meals. This conference will not impact our 2022 County Budget.

RECOMMENDATION: I am requesting the Board Committee's approval and authorization to agree and accept for Deputy Christian to attend this special K-9 conference in Florida and to make necessary budget adjustments.

CC: Board of Commissioners
Kathleen Zanotti, County Clerk
Christopher Izworski, Finance Director
Kim Pressnitz, Budget Supervisor
Undersheriff Chris Mausolf
File Copy

ls/W&M.OSTravel-Christian

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HITS 2022

August 16 – 19, 2022

Rosen Center Orlando, Orlando, Florida

Vendor General Information

HITS Training & Consulting

P.O. Box 6424

Lakeland, FL. 33811

Tel. 863-529-5113

Andrew Weiman, Director of Operations

Rosen Center Orlando

9840 International Drive,

Orlando, Florida 32819

MOVE-IN:

Monday, August 15, 2022

Contractor Move-In

8 am – 5 pm

Tuesday, August 16, 2022

Exhibitor Move - In

8 am – 5 pm

SHOW HOURS:

Tuesday, August 16, 2022

Exhibits Open

6 pm – 8 pm

Wednesday, August 17, 2022

Exhibits Open

8 am – 6:00 pm

Thursday, August 18, 2022

Exhibits Open

8 am – 6:00 pm

Networking Reception

7:30 pm – 9:30 pm

MOVE OUT:

Friday, August 19, 2022

Exhibitor Move-Out

8 am – 12 (noon)

Contractor Move – Out

12 (noon) – 5 pm

❖ All exhibit material must be removed from the hotel by 5 pm, Friday, August 19, 2022.

BAY COUNTY TRAVEL REQUEST

Name: Mark Christian

Destination: Orlando, Florida

Purpose: HITS Training & Consulting K-9 Handler

Departure Date & Time: 8/15/2022 00:00 Return Date & Time: 8/19/2022 00:00

Expenses to be reimbursed to the employee:

Charge Meals/Lodging/Fees to 10131509 86100 Totaling: \$

Charge State Travel Mileage to 86500 miles @ 58.5/mile Totaling: \$

Cash Advance request: Yes X No Dollar Amount: \$

(Cash advances MUST be requested through Accounts Payable AFTER receipt of the Bay County Travel Authorization)

- | | | |
|--------------------------|--|--------------------------|
| <input type="checkbox"/> | Funds exist and travel was approved in our current year's budget. | |
| <input type="checkbox"/> | Funds exist; however, this trip was not specifically listed in our budget. | |
| <input type="checkbox"/> | Funds do not exist within our Departmental Budget. | Board Resolution # _____ |
| <input type="checkbox"/> | Trip unbudgeted, exceed 300 air miles from Bay City. | Board Resolution # _____ |

Employee Signature/Date _____

Department Head/Elected Official Signature/Date

Other costs associated with the above travel not to be reimbursed to the employee:

_____ Conference Fee Paid Via: _____ Totaling: \$ _____

_____ Hotel Charges Paid Via: _____ Totaling: \$ _____

_____ Other* Description: _____
 _____ Paid Via: _____ Totaling: \$ _____

For unbudgeted trips exceeding 300 air miles from Bay City Board of Commissioners (2) approval required:

Signature/Date

Signature/Date

Signature/Date

Supporting Documentation attached:

☐ Map Quest/Google Maps/Bing Maps ☐ Conference Information or Meeting Notice

 Board Resolutions other pertinent information

*as an example: taxi fares, parking fees, highway toll

Memorandum

To: Marie Fox, Chair of Ways and Means Committee

From: Michael R. Kinsella, Director, Friend of the Court and Jennifer Gwizdala, Office Manager, Friend of the Court

Date: 2/15/2022

Re: West Order Form – CLEAR Services Renewal

REQUEST:

For this item to be placed on the Ways and Means Agenda for March 2022 and for the Board Authorization for the Chairman of the Board to sign all related documentation and/or contracts pertaining to the West Order form for CLEAR Services for the Bay County Friend of the Court.

BACKGROUND:

CLEAR is an online investigative software package that is designed to meet the needs of investigative customers. CLEAR Services are a useful locate tool to assist in the Friend of the Court's child support enforcement department. It will help find those parents who have neglected to pay their support obligations. CLEAR streamlines investigative content into a single working environment. This search software pulls data from multiple databases into a single search and filters any unnecessary data. CLEAR has an extensive collection of public and proprietary records, i.e. phone data, consumer and credit bureau, motor vehicle registration, utilities, criminal court records, interstate. After using it, it has been evident that their searches returned more information than what we have available publicly on the Internet.

The Friend of the Court receives 66% reimbursement of all qualified expenses from the Cooperative Reimbursement Program Grant. In addition, the Friend of the Court receives quarterly incentive payments which are based upon the collection of support through the Michigan Child Support Enforcement System. We are confident that this search tool will continue to help increase yearly collections; thereby increasing our quarterly incentive payments.

FINANCE:

The total monthly renewal charge for this service is \$498.71. This is a \$19.18 increase from the contract we renewed in 2019. With the 66% reimbursement from the Cooperative Reimbursement Program, the total monthly cost from the Friend of the Court's 215 Fund will be \$169.56 per month.

RECOMMENDATION:

The Friend of the Court requests the Board of Commissioners authorize the Chairman of the Board to sign all related documentation and / or contracts pertaining to the CLEAR subscription from West, after review by the Corporation Counsel.

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (3/1/2022)
- WHEREAS, CLEAR is an online investigative software package that is designed to meet the needs of investigative customers. CLEAR Services are a useful locate tool to assist in the Friend of the Court's child support enforcement department. CLEAR will help find those parents who have neglected to pay their support obligations; and
- WHEREAS, CLEAR streamlines investigative content into a single working environment and CLEAR pulls data from multiple databases into a single search and filters any unnecessary data. CLEAR has an extensive collection of public and proprietary records, i.e. phone data, consumer and credit bureau, motor vehicle registration, utilities, criminal court records, interstate; and
- WHEREAS, The Bay County Friend of the Court has utilized the CLEAR Services since 2016 and it is evident that their searches returned more information than was available publicly on the Internet; and
- WHEREAS, The Friend of the Court receives 66% reimbursement of all qualified expenses from the Cooperative Reimbursement Grant. In addition, the Friend of the Court receives quarterly incentive payments which are based upon the collection of support through the Michigan Child Support Enforcement System. This search tool has helped to increase yearly collections; thereby increasing the quarterly incentive payments; and
- WHEREAS, The total monthly charge for this service is \$498.71, a 19% increase from the 2019 renewal contract. With the 66% reimbursement from the Cooperative Reimbursement Program, the total monthly cost from the Friend of the Court's 215 Fund will be \$169.56; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners approves renewal of Clear Services and authorizes the Chairman of the Board to sign the West Order Form for CLEAR Services for the Bay County Friend of the Court and all related documentation and/or contracts pertaining to the Clear subscription from West, after review/approval by Corporation Counsel; Be It Further
- RESOLVED That related budget adjustments, if required, are approved.

MARIE FOX, CHAIR
AND COMMITTEE

Friend of the Court - CLEAR Services - 2022-2025

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____



**BAY COUNTY
ADMINISTRATIVE SERVICES**

James A. Barcia
County Executive

Craig Goulet
Director
gouletc@baycounty.net

Tel: 989-895-4133

To: Marie Fox, Chair of Ways & Means Committee
From: Craig Goulet, Director of Administrative Services
Date: February 18, 2022
Subject: ShieldForce

Background: Bay County Animal Services has been in discussions with 9-1-1 and the Bay County Sheriff's Office in an effort to improve on sharing information. Recently Tyler Technologies has released a program called ShieldForce that 9-1-1 obtained access to. After reviewing the capabilities of this software, Bay County Animal Services would benefit from accessing information through this software program. Each license costs \$450.00 the first year and then drops to \$100.00 a year after that. Going forward, the renewal cost would be budgeted within the same line item that our ShelterPro software is.

Request: To gain approval from the Ways & Means Committee as well as the Board of Commissioners to purchase 4 software licenses at \$450.00 each (totaling \$1,800.00) as well as any budget adjustments necessary.

Economics: The total cost for 4 licenses would be \$1,800.00 to the General Fund.

Recommendation: It is recommended that the Ways & Means Committee and Board of Commissioners approve the purchase of 4 ShieldForce licenses as well as any necessary budget adjustments.

Cc: Jim Barcia
Ryan Gale
Chris Izworski
Kim Priessnitz

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BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/1/2022)

- WHEREAS, Bay County Animal Services has been in discussions with 9-1-1 and the Bay County Sheriff's Office in an effort to improve on sharing information; and
- WHEREAS, Recently Tyler Technologies has released a program called ShieldForce that 9-1-1 obtained access to and, after reviewing the capabilities of this software, Bay County Animal Services would benefit from accessing information through this software program; and
- WHEREAS, Each license costs \$450.00 the first year and then drops to \$100.00 a year after that; going forward, the renewal cost would be budgeted within the same line item that our ShelterPro software is; and
- WHEREAS, As no funds were included in the 2022 Animal Services budget, funding from the General Fund is required; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners appropriates up to \$1,800 from Fund Balance for the purchase of 4 software licenses at \$450.00 each (totaling \$1,800.00) from ShieldForce; Be It Further
- RESOLVED That the Chairman of the Board is authorized to execute any documentation required for this purchase, if required, following Corporation Counsel review and approval; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

MARIE FOX, CHAIR
AND COMMITTEE

Animal Services - ShieldForce Software

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____

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COUNTY OF BAY
Office of Community Corrections

James A. Barcia
County Executive

To: Marie Fox, Chair Ways and Means Committee
From: Dujana Solomon, Community Corrections Manager
Date: February 18, 2022
Subject: FY 2023 Office of Community Corrections Grant Application
Request: Approval to submit Application and Acceptance of FY2023 Grant

Background: Community Corrections department has been requesting a grant yearly from MDOC for the purposes of providing services in the community to keep prison commitments low. Also, providing *community supervision in place of jail stays during pretrial stage to save space for assaultive cases and violators* and also to keep in line with new pretrial reform standards. Some services include inpatient/outpatient substance abuse treatment, Zero Tolerance drug testing, pre-trial AOD testing and supervision and educational programming. Bay County Overall Prison Commitment Rate is currently 16%(mid-year). With the assistance of this grant, we will continue to keep the prison rate low by servicing more offenders in the community versus sending them to prison.

Finance/Economics: There will be no match funds required. Current year's awarded amount \$156,796. It is expected to be around the same amount for FY2023.

Recommendation: The grant application deadline is May 01, 2022 and it is recommended that the Board authorize and approve the request to submit the grant application for funding. Further, it is requested the Board approve the awarded grant from OCC and subsequent funds and sign any required documents, if needed.

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UNIFORM GRANT APPLICATION/PROPOSAL PROCESSING FORM

Section 1: General Information

Date Prepared: 2/18/22

Grant Start Date: 10/1/2022

Grant End Date: 9/30/2023

Grant Amount: TBD

Resolution# App: TBD

Resolution# Contract: TBD

Grant Type: ☐ Competitive (award on the basis of competitions among eligible grantees)
☐ Entitlement (a set of money or an amount determined under a formula grant)
☒ Continuation (continued funding for existing grant from funding agency)

If continuation of an existing grant, Munis Org#: 27436481 Will a new Org be necessary? No

Funding Source: ☐ Federal ☒ State ☐ Foundation ☐ Corporate

If Federal Grant, CFDA#: Funding Agency:

Official Grant Title: Community Corrections Comprehensive Services and Plans Funding Agency Contact: Molly Maynard

Does this grant include pass-through dollars? ☐ YES ☒ NO If YES, amount:

Does this grant require matching funds? ☐ YES ☒ NO

If YES, amount: If YES, Type: ☐ Cash ☐ In-Kind

If In-Kind, how will the matching funds be tracked?

Section 2: Grant Description

Briefly summarize the overall purpose/objective of the grant and indicate how this grant will contribute to the needs and goals of the County. (Not Grant Activities) Bay Co's prison commitment rate is 19% and the goal is to decrease it down to 18.5%. Also reduce Group 2 Straddle rate and keep recidivism low

Briefly list the grant program activities (what is going to be done with the grant funds): By providing programming such as, drug treatment, zero tolerance drug testing, education and vocation and Pretrial community supervision, Bay Co can continue keeping prison commitment rates low and positively impact recidivism and public safety

Please provide a brief explanation of pertinent budget items that will be funded through this grant: Staffing, contracted services, travel, material/supplies, equipment/furniture, facilities and any other applicable items. PTS has a part time and a full time staff person.

Will the grant activities be continued after the end of the grant period? No, renewal will be submitted for next year

Section 3: Grant Application Review /Approval

**Your signature indicates a full understanding of the program information provided and intent to implement the project according to all program guidelines, assurances and certifications.

Department Head: [Signature] Date: 2/18/2022

Finance Officer: Date:

Chair Board of Commissioners: Date:

Approval as to legal form only:

Corporation Counsel: Date:

REFERENCE POLICY NUMBER 242

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (3/1/2022)
- WHEREAS, Community Corrections Department has been requesting a grant yearly from the Michigan Department of Corrections (MDOC) for the purposes of providing services in the community to keep prison commitments low and providing community supervision in place of jail stays during pretrial stage to save space for assaultive cases and violators as well as keeping in line with new pretrial reform standards; and
- WHEREAS, Some services include inpatient/outpatient substance abuse treatment, Zero Tolerance drug testing, pre-trial AOD testing and supervision and educational programming; and
- WHEREAS, Bay County Overall Prison Commitment Rate is currently 16% (mid-year); and
- WHEREAS, With the assistance of this grant, Bay County Community Corrections will continue to keep the prison rate low by servicing more offenders in the community versus sending them to prison; and
- WHEREAS, The total that will be requested for FY2023 programs and services is unknown at this time, but this information will be provided once application is completed; and
- WHEREAS, The current year's awarded amount was \$156,796 and it is expected to be around the same amount for FY2023; Therefore, Be It
- RESOLVED That the Chairman of the Board is authorized to execute the Community Corrections grant documents, and submit including electronically (if required), the grant application documents and grant award documents if consistent with the approved application request on behalf of Bay County following legal review/approval; Be It Further
- RESOLVED That the grant applicant/recipient departments are required to work simultaneously with the Finance Department whose staff will provide financial oversight of said grant; Be It Further
- RESOLVED That it is clearly understood that if these grant funds are terminated, any position(s) funded by this grant shall be terminated and will be not absorbed by the County; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

MARIE FOX, CHAIR
AND COMMITTEE

Community Corrections - 2023 Grant Funding

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____

-15-

RECREATION & FACILITIES



BAY COUNTY

CRISTEN GIGNAC, DIRECTOR
gignacc@baycounty.net

Andrew Cowan, Operations Manager
cowana@baycounty.net

Jon Morse, Buildings & Grounds Supervisor
morsej@baycounty.net

Daniel Neering, Recreation Manager
neeringd@baycounty.net

Beth Trahan, Recreation Coordinator
trahanb@baycounty.net

JAMES A. BARCIA
County Executive

Tel: (989) 895-4132
Fax: (989) 895-2094
TDD: (989) 895-4049

To: Marie Fox, Chairman of Ways & Means Committee
From: Cristen Gignac, Director of Recreation & Facilities
Date: February 21, 2021
Subject: Fee Schedule Changes

Request: Authorize changes to the 2022 fee schedule at the Community Center as follows.

Background: The Bay County Community Center has a pickleball monthly membership that includes usage of our fitness center and drop in pickleball at pre-determined open gym times set by staff. Due to a change in the availability, open volleyball players are now interested in the same membership. Please consider changing the pickleball membership to an "Open Gym & Fitness" membership to allow volleyball players to use the same membership. Currently, this price is \$20 a month. During the summer months, the Summer Recreation Program utilizes all the gym space of typical "open gym" hours and therefore drop in opportunities are lessened. Therefore, when the open gym opportunities return to a full schedule as of September 1, 2022, please change this fee to \$30 a month.

Economics: Change the 2022 fee schedule to "Open Gym and Fitness Membership" - \$20 until September 1, 2022. At that time, please adjust this fee to \$30 a month.

Recommendation: It is recommended the Board approve the 2002 fee schedule as noted above.

cc: Jim Barcia
Chris Izworski
Kim Priessnitz

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/1/2022)

- WHEREAS, The Bay County Community Center has a pickleball monthly membership that includes usage of the fitness center and drop in pickleball at pre-determined open gym times set by staff; and
- WHEREAS, Due to a change in the availability, open volleyball players are now interested in the same membership; and
- WHEREAS, It is recommended that the pickleball membership be changed to an "Open Gym & Fitness" membership to allow volleyball players to use the same membership which is currently \$20 a month; and
- WHEREAS, During the summer months, the Summer Recreation Program utilizes all the gym space of typical "open gym" hours and drop-in opportunities are lessened; and
- WHEREAS, When the open gym opportunities return to a full schedule as of September 1, 2022, it is recommended that the fee be changed to \$30 a month; Therefore, Be It
- RESOLVED By the Bay County Board of Commissioners that the 2022 fee schedule be changed as follows: "Open Gym and Fitness Membership" - \$20 until September 1, 2022 at which time the fee will be changed to \$30 a month.

MARIE FOX, CHAIR
AND COMMITTEE

Recreation & Facilities - Community Center - Open Gym and Fitness Membership Fee

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____



**BAY COUNTY
BUILDINGS & GROUNDS**

James A. Barcia
County Executive

Cristen M. Gignac
Director
gignacc@baycounty.net

Jon Morse
Buildings & Grounds Supervisor
morsej@baycounty.net

DJ Ross
Buildings & Grounds Assistant
Supervisor
rossd@baycounty.net

TO: Marie A. Fox, Ways & Means Chairman
FROM: Jon Morse, Buildings & Grounds Superintendent
DATE: February 8, 2022
RE: Fiber Optic Pole Attachments

REQUEST:

Approve request for budget adjustment up to \$3,590.00 for fiber removal and pole attachments on 51 power poles owned by Bay City Light and Power.

BACKGROUND:

Bay County has an agreement with the City of Bay City that was executed on December 9, 2010 for 51 pole attachments that were used to support fiber optic cabling on the east and west sides of the city. The cable was damaged under the river and is no longer in use, and to eliminate the annual expense they need to be removed.

ECONOMICS:

Currently, funds do not exist in a budget for the removal of these attachments. Respectfully, funds are requested from the General Fund, not to exceed \$3,590.00.

RECOMMENDATION:

To grant approval of the funding request of not more than \$3,590.00 and to allow for the removal of the 51 pole attachments by Bay City light department. To grant authorization for the Board Chair to sign all related documents for the termination of the agreement with the city.

Cc: Chris Izworski
Kimberly Pressnitz
Cristen Gignac



Bay City Electric Light & Power

RECEIVED
Finance Department

AUG 23 2021

August 18, 2021

Bay County
Attn: Accounts Payable Clerk
515 Center Ave
Bay City, MI 48708

Pole Attachment Customer:

Please find your 2021 pole attachment invoice enclosed. Should you have any questions or concerns after reviewing your invoice, or request any backup documentation, please feel free to email us at elepoleattachment@baycitymi.org for assistance.

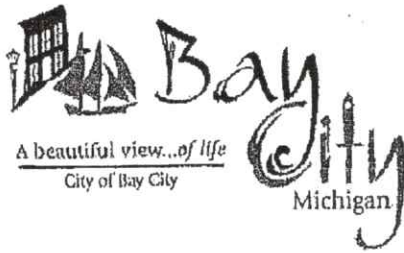
Our records also indicate that your invoice from the previous year is still outstanding. I have attached a copy so that you may remit payment.

As we continue to maintain accurate records, we ask that you contact us when adding or removing attachments from our utility poles. This will ensure your attachment count remains accurate from year to year. Additionally, we ask that when your organization is adding or performing maintenance to any of your attachments that you ensure it has a clear identification tag/label.

Respectfully,

Adam Webster
Electric Director

2021



INVOICE

RECEIVED
Finance Department

JAN 06 2022

City of Bay City
301 Washington Ave
Bay City, MI 48708
Phone 989-894-8199



2nd Notice

BAY COUNTY
ATTN: ACCOUNTS PAYABLE CLERK 515 CENTER AVENUE
BAY CITY, MI 48708

Customer No: 35
Invoice Date: 08/06/2021
Invoice No: 2022-00550010
Due Date: 09/05/2021
Total Due: \$120.50

Please detach and return with payment

2021/2022 POLE ATTACHMENTS

2021/2022 POLE ATTACHMENTS

Invoice Detail			
Type	Narrative	Quantity	Amount
Pole Attachments		10	\$120.50

Total Due: \$120.50

2nd Notice

If you have any questions concerning this invoice please contact the
City of Bay City Fiscal Services Department at 989-894-8199.
Please make checks payable to: City of Bay City

To ensure prompt and accurate processing of your payment, please write the invoice number on your check.

-20-

1042

10126500-

2021



INVOICE

RECEIVED
Finance Department

JAN 06 2022

City of Bay City
301 Washington Ave
Bay City, MI 48708
Phone 989-894-8199



2nd Notice

Bay County Traffic
515 Center Ave
BAY CITY, MI 48708

Customer No: 1412
Invoice Date: 08/06/2021
Invoice No: 2022-00550011
Due Date: 09/05/2021
Total Due: \$494.05

Please detach and return with payment

2021/2022 POLE ATTACHMENTS

2021/2022 POLE ATTACHMENTS

Invoice Detail			
Type	Narrative	Quantity	Amount
Pole Attachments		41	\$494.05

Total Due: \$494.05

2nd Notice

If you have any questions concerning this invoice please contact the
City of Bay City Fiscal Services Department at 989-894-8199.
Please make checks payable to: City of Bay City

To ensure prompt and accurate processing of your payment, please write the invoice number on your check.

-21-



Bay City Electric Light & Power

900 S. Water Street • Bay City, MI 48708 • (989) 894-8348 • Fax (989) 893-7121

December 16, 2010

Mr. Robert Super, Director
Information Systems
Bay County
515 Center Avenue
Bay City, MI 48708

Dear Mr. Super:

Enclosed for your records is an executed original copy of the *Utility Pole Attachment License Agreement* Bay County has with the City of Bay City. An invoice in the amount of \$208.88 will be sent under separate cover.

If you have any questions concerning this matter, please feel free to contact me at 989-894-8348.

Sincerely,

Mark Prevost
Superintendent

Enclosure

CC: Dawn Kotcher
Bob Super
Alexanne Burger
file

UTILITY POLE ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT [Agreement], made this 9th day of December, 2010 between the
CITY OF BAY CITY [Licensor], of 301 Washington Avenue, Bay City, Michigan, 48708, and
Bay County [Licensee],
of 515 Center Avenue, Bay City, MI, 48708.

WITNESSETH:

WHEREAS, Licensee proposes to erect, install, operate and maintain communications cables, either hard wire or fiber optics, in various rights of way of the Licensor and also desires to attach communications cables, wires, and associated appliances to Licensor's poles; and

WHEREAS, Licensor, subject to the terms, conditions, covenants, agreements and exceptions stated herein, is willing to permit the attachment of communications cables, wires and associated appliances to its poles, where, in its sole judgment, the Attachment will not interfere with its service requirements or those of other licensees, also including, but not limited to, considerations of economy, safety and appearance;

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions and agreements set forth below, the parties mutually covenant and agree:

1. **Availability and Definition.** Subject to all laws, rules or regulations; existing agreements; and the terms of all necessary permits, licenses, easements, franchises or consents from property owners and governmental authorities having jurisdiction, Licensor's poles may be available to the Licensee for the attachment of its aerial cables, wires and associated appliances [also collectively and/or individually referred to as "Attachment(s)"] in strict accordance with the terms, conditions, covenants and agreements set forth herein, but only if and to the extent that the Attachment, in the Licensor's sole judgment, will not interfere with the Licensor's business and service requirements, as well as, but not by way of limitation, considerations of safety, pre-existing agreements and attachments, economy and appearance. Licensee shall be responsible for securing from all property owners and governmental authorities having jurisdiction all necessary permits, licenses, easements, franchises and consents relating to the Licensee's erection, installation, operation and maintenance of Attachments at any pole location it proposes to utilize. Licensee shall submit satisfactory evidence to the Licensor that Licensee has done so before making any Attachment at any pole location. The following definition of "Attachment" shall be applicable to this Agreement:

Attachment: means each aerial cable together with its associated communications cable, guy wire, anchors, and associated hardware, and each amplifier, repeater, receiver, appliance or other device or piece of equipment affixed to a Bay City Electric Light & Power ["BCEL&P"] Pole. Each attachment, including any neutral zone or safety space, shall be limited to a space of not to exceed 12" on a pole. Any part of an attachment which exceeds the 12" space shall be considered a separate attachment, for each 12" thereof, including any neutral zone or safety space. This definition does not apply to cables, wires or facilities installed or maintained by BCEL&P for its internal communications requirements or to provide energy information services such as automatic meter reading.

Licensors, and subject to the advance payment of the total estimated cost and expense of the alterations and/or rearrangements, Licensee shall endorse its request for and authorization of the alterations and/or rearrangements on the Application and Permit and return one (1) copy to the Licensor. The Application and Permit shall be effective as the Permit after all pole and/or facility alterations and/or rearrangements have been completed. If the Licensee does not return the Application and Permit containing its endorsed authorization of the pole and/or facility alterations and/or rearrangements within the time specified, the Application and Permit shall be considered to be withdrawn and ineffective.

THE LICENSEE SHALL MAKE NO ATTACHMENTS TO ANY POLE OR POLES OF THE LICENSOR FOR WHICH AN APPROVED PERMIT DOES NOT EXIST, AND UNLESS ALL OTHER NECESSARY PERMITS, LICENSES, EASEMENTS, FRANCHISES AND CONSENTS HAVE BEEN SECURED BY THE LICENSEE AND PROVIDED TO LICENSOR. ANY PERMIT OR PERMISSION GRANTED TO LICENSEE TO ERECT, INSTALL, OPERATE AND MAINTAIN ATTACHMENTS ON LICENSOR'S POLES SHALL BE SUBJECT TO THE TERMS, CONDITIONS, COVENANTS, AGREEMENTS, PERFORMANCES, OBLIGATIONS AND REQUIREMENTS WHICH ARE SET FORTH HEREIN.

SUBJECT TO ANY APPLICABLE LAW, RULE OR REGULATION, LICENSOR, IN ITS SOLE JUDGMENT AND DISCRETION, RESERVES THE RIGHT TO DENY ANY APPLICATION, OR PART THEREOF, MADE BY LICENSEE. BY EXECUTING THIS AGREEMENT, LICENSEE EXPRESSLY WAIVES, RELINQUISHES AND RELEASES ANY AND ALL CLAIM, RIGHT, TITLE OR OTHER INTEREST TO UTILIZE THE LICENSOR'S POLES FOR THE SUBJECT MATTER OF THIS AGREEMENT OR FOR ANY OTHER PURPOSE.

3. Requirements and Specifications. All of the Licensee's Attachments shall be erected, installed, operated and maintained in accordance with the requirements and specifications of the National Electric Safety Code, MIOSHA, ordinances of the City of Bay City, and all other applicable engineering and system standards, specifications and requirements governing the installation, maintenance and operation of the Attachments and the performance of all work in or around electric facilities. Although drawings of some of the requirements and specifications are attached hereto as Exhibits B.01-B.03, Licensee shall be solely responsible for complying with all of the requirements and specifications as well as consulting with Licensor concerning any interpretation and/or compliance with any requirement or specification.

Licensee shall only place its Attachments at the locations approved by Licensor.

4. License Only. LICENSEE COVENANTS, AGREES AND ACKNOWLEDGES THAT THE USE OF THE LICENSOR'S POLES UNDER THIS AGREEMENT SHALL NOT IN ANY MANNER WHATSOEVER CREATE OR VEST IN THE LICENSEE ANY OWNERSHIP OR PROPERTY RIGHTS, INTEREST, CLAIM OR TITLE IN ANY OF THE LICENSOR'S POLES OR FACILITIES, AND THAT THE LICENSEE'S SOLE INTEREST IN THE POLE, POLES OR FACILITIES SHALL ALWAYS BE AND REMAIN A MERE LICENSE.

Commission, employees and agents, as a result of any losses or damages, but expressly agrees to hold the Licensor, its Commission, employees and agents, harmless from any claim, demand, damage, loss, cost or expense on account of the foregoing.

8. **Surveys and Inspections.** Licensor reserves the right to perform preliminary surveys prior to the actual installation of Licensee's Attachments and to inspect each new Attachment of Licensee as well as to make periodic inspections of the Licensee's Attachments. Licensee shall reimburse Licensor for the expense of the surveys and inspections. These surveys and/or inspections, or the absence of surveys and/or inspections, shall not operate to or in any manner whatsoever impose any legal duty on Licensor or relieve Licensee of any responsibility, obligation, duty or liability assumed under this Agreement or imposed by any applicable law, rule or regulation.

9. **Rate 11 Rates and Charges.** Prior to any Attachment to any pole or poles, Licensee shall, now and at all times in the future while its Attachments are on BCEL&P poles, fully comply with and be subject to Bay City Light & Power Pole Attachment Use Rate 11, including as may be amended or revised, which is incorporated herein by reference ["Rate 11"]. Licensee shall pay to Licensor, in advance, the Rates and Charges (also referred to as "Attachment Fees") set forth in Rate 11 for all Attachments made to BCEL&P poles under this Agreement. Attachment Fees may be revised, altered or increased on three (3) months notice and shall apply to all existing Attachments and all future Attachments covered by this Agreement.

Licensee shall also pay an Annual Attachment Fee for each Attachment, in advance, on the first day of July of each year during which this Agreement remains in effect. For the purpose of computing the Annual Attachment Fees which are due during the term of this Agreement, the total fee shall be based upon the number of Attachments that actually exist on the Licensor's poles as of the first day of July of each year. The first Annual Attachment Fee shall be made at the time the permit is granted. There shall be no proration, refund or reimbursement of any Rate 11 Rate and Charge, Annual Attachment Fee or any other fee or charge upon denial, termination or surrender of a license which has been applied for or granted under this Agreement. Annual Attachment Fees shall be due and payable, in advance, on the first day of July of each calendar year, and Licensee's failure to pay the Annual Attachment Fee when due shall constitute a default of and shall terminate this Agreement.

Upon completion of any work for which advance payment was made, a final billing will be prepared by Licensor in which Licensor will bill Licensee for the actual cost of, including, but not limited to, the total installed cost of larger poles; the expense of replacing or transferring Licensor's facilities from the old to the new poles; the cost of removal of the old poles; and/or the cost of transfers, alterations and rearrangements, and Licensee shall promptly pay Licensor the amount set forth in the billing. Licensor shall promptly reimburse the Licensee for any difference between the advance payment and the final actual cost.

10. **Protective Measures.** Licensee shall take all necessary precautions, through the use and installation of protective equipment or otherwise, to protect all persons and property against injury, including death, or damage that may result from Licensee's Attachments to Licensor's poles and all work related to the erection, installation, operation, maintenance, transfer, alteration, rearrangement, repair, replacement and removal of its Attachment. At locations where fiber optic cables are installed, the Licensee shall furnish and attach to the pole and cables, identification markers which are acceptable to the Licensor, in locations required by the Licensor. If, in Licensor's opinion, Licensee

the amount or type of damages, compensation or benefits payable by or for Licensee under worker's compensation acts, disability benefit acts or other employee benefit acts.

Licensee shall purchase and maintain comprehensive general liability and other insurances as are appropriate for the performances and obligations set forth herein and in the aforesaid Indemnification Agreement, which will provide Licensor, and its Commission, officers and employees, protection from and against any and all actions, claims, damages, demands, suits, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of any loss, injury or damage, whether it is to be performed or furnished by Licensee, its employees, contractors and/or agents, or by anyone directly or indirectly retained, consulted or employed by any of them, to perform or furnish any of its performances and obligations authorized under this Agreement. All insurance required shall remain in force for the life of this Agreement, any continuation or extension thereof, and until Licensee's Attachments are removed from Licensor's poles.

All insurances shall be obtained from companies licensed and admitted to do business in the State of Michigan. Licensee shall submit to Licensor certificates from each insurance carrier verifying that the insurances required by this Agreement, which shall contain a provision that insurance carrier will not cancel or materially change any policy of insurance issued pursuant to this Agreement, except upon written notice served by mail to Licensor stating therein the effective date of such cancellation or change, which effective date of cancellation or change shall not be less than 30 days after receipt of notice by Licensor. Licensee further agrees to obtain and maintain all policies of insurance required by this Agreement and to provide the Licensor with renewal certificates or other evidence of renewal satisfactory to Licensor not less than 30 days prior to the expiration date of any policy of insurance required hereunder. The receipt by Licensor of any notice of cancellation or change of any insurance policy or the failure of the Licensee to provide the Licensor with evidence of renewal shall constitute noncompliance with and immediate default of this Agreement by Licensee. If Licensee shall fail to remedy its noncompliance and/or default to the satisfaction of Licensor within 15 days after the receipt of notice of change or cancellation by Licensor or within 15 days after the failure of the Licensee to comply with this Agreement in regard to renewal of insurance, then, and in either event, Licensor may forthwith immediately terminate this Agreement, notwithstanding any other provisions herein, and Licensee shall immediately remove its Attachments from the poles of Licensor as provided by Paragraph 21.

Licensee shall provide the insurances (for the specific coverages and limits of liability) which are indicated below:

Worker's Compensation Insurance.

Workers' Compensation insurance including Employer's Liability to cover employee injuries or disease compensable under the Workers' Compensation Statutes of Michigan, or federal compensation acts, if applicable. Self-insurance plans approved by the regulatory authorities in Michigan are acceptable.

Comprehensive General Liability.

A Comprehensive General Liability policy in the amount of \$500,000.00 for injuries including accidental death to any one person, and \$1,000,000.00 for injuries including accidental death

option, terminate this Agreement or the permit covering the poles as to which the default or noncompliance has occurred. No proration, refund or reimbursement of any fee or charge shall be made.

16. **Termination of Attachment Permits.** The Licensee may at any time terminate any permit by removing its Attachments from any pole or poles and by providing ten (10) business days advance written notice to the Licensor of its intent to do so, by forwarding two (2) copies of the Termination of Attachments by Licensee in the form attached hereto and made a part hereof as Exhibit C. The permit covering the use of the pole or poles shall terminate and cease to be effective. All permits for Licensee's Attachments shall automatically and immediately terminate and cease to be effective upon the termination of this Agreement.

17. **Billing.** Nonpayment of any billing shall constitute a default of this Agreement.

18. **Enforcement.** Any failure of Licensor to enforce or insist upon compliance with any of the terms, conditions, covenants, agreements, performances, obligations or requirements of this Agreement shall not constitute a waiver or relinquishment of any of Licensor's rights to enforce and/or seek or obtain any remedies available to Licensor under this Agreement, which shall be and remain at all times in full force and effect.

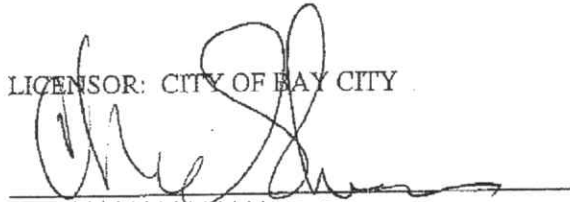
19. **Pre-Existing Licensees.** The Attachment privileges granted herein shall at all times be subject to all previously granted licenses, contracts, agreements, consents, rights or privileges. Nothing contained herein shall be construed as affecting any licenses, contracts, agreements, consents, rights or privileges previously granted by the Licensor by contract or otherwise to any individual or entity to use any poles covered by this Agreement. Licensor shall have the right to continue, modify and/or extend those rights or privileges in accordance with the terms of those agreements. Moreover, nothing contained herein shall be construed as affecting any license, contract, agreement, consent, right or privilege subsequently granted by the Licensor by contract or otherwise to any other individual or entity to use any pole which may be covered by this Agreement. The Licensor shall have the right to initiate, continue, modify and extend any licenses, contracts, agreements, consents, rights or privileges in any manner not inconsistent with its performances or obligations under this Agreement. Nothing in this Agreement shall be interpreted, construed or held to compel Licensor to maintain any of the poles subject to this Agreement for a period longer than is required for its own service requirements. It is expressly understood and agreed by the parties that the rights, privileges and benefits granted to or retained by Licensor, other than the payment of rent and the right of termination, shall inure to the benefit of Licensor's other licensees.

20. **Assignments.** Licensee shall not assign, transfer, sublease or sell the licenses or privileges granted in this Agreement without the prior written consent of Licensor. Any attempt to sell, transfer, assign or sublease any sale, transfer, assignment or sublease this Agreement, or any part thereof, shall render this Agreement null, void and it shall terminate immediately.

21. **Effective Date, Term, and Removal Upon Termination.** This Agreement shall be effective upon its execution and shall continue in effect for a term of one year, and then from year to year thereafter. Either party may terminate this Agreements at the end of any one year period by giving to the other party at least six months' written notice. Upon termination of this Agreement, Licensee shall immediately remove its Attachments from all of Licensor's poles. If the Attachments are not

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LICENSOR: CITY OF BAY CITY

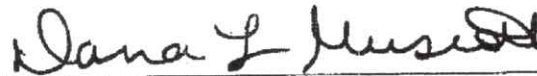


By: Charles M. Brunner, Its Mayor
Christopher Shannon

STATE OF MICHIGAN)

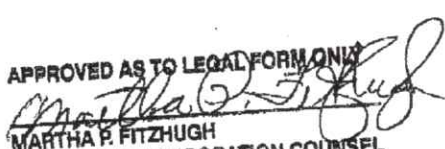
COUNTY OF BAY)

On the 9th day of December, 2010, before me, a Notary Public in and for said County, personally appeared Charles M. Brunner who did say that he is the Mayor of the CITY OF BAY CITY, MICHIGAN, the municipal corporation named in and which executes the within instrument, and that said instrument was signed on behalf of said municipal corporation by authority of its Commission; and severally acknowledged said instrument to be the free act and deed of said municipal corporation.

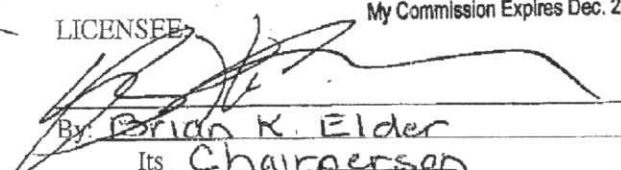


Notary Public, Bay County, Michigan
My Commission Expires: DANA L. MUSCOTT
Notary Public, Saginaw County, MI
My Commission Expires Dec. 24, 2013

APPROVED AS TO LEGAL FORM ONLY


MARTHA P. FITZHUGH
BAY COUNTY CORPORATION COUNSEL
DATE: 11-18-10

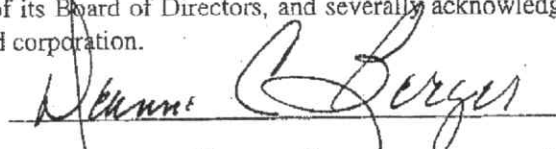
LICENSEE


By: Brian K. Elder
Its Chairperson

STATE OF MICHIGAN)

COUNTY OF BAY)

On the 23rd day of November, 2009, before me, a Notary Public in and for said County, personally appeared Brian K. Elder and _____, who did each for themselves say that they are respectively the Chairman and _____ of Board of Commissioners the corporation named in and which executes the within instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and severally acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, Bay County, Michigan
My Commission Expires: 4/23/2012

POLE ATTACHMENT: EXHIBIT B.01 (Transformer Pole) Bay City Electric Light & Power

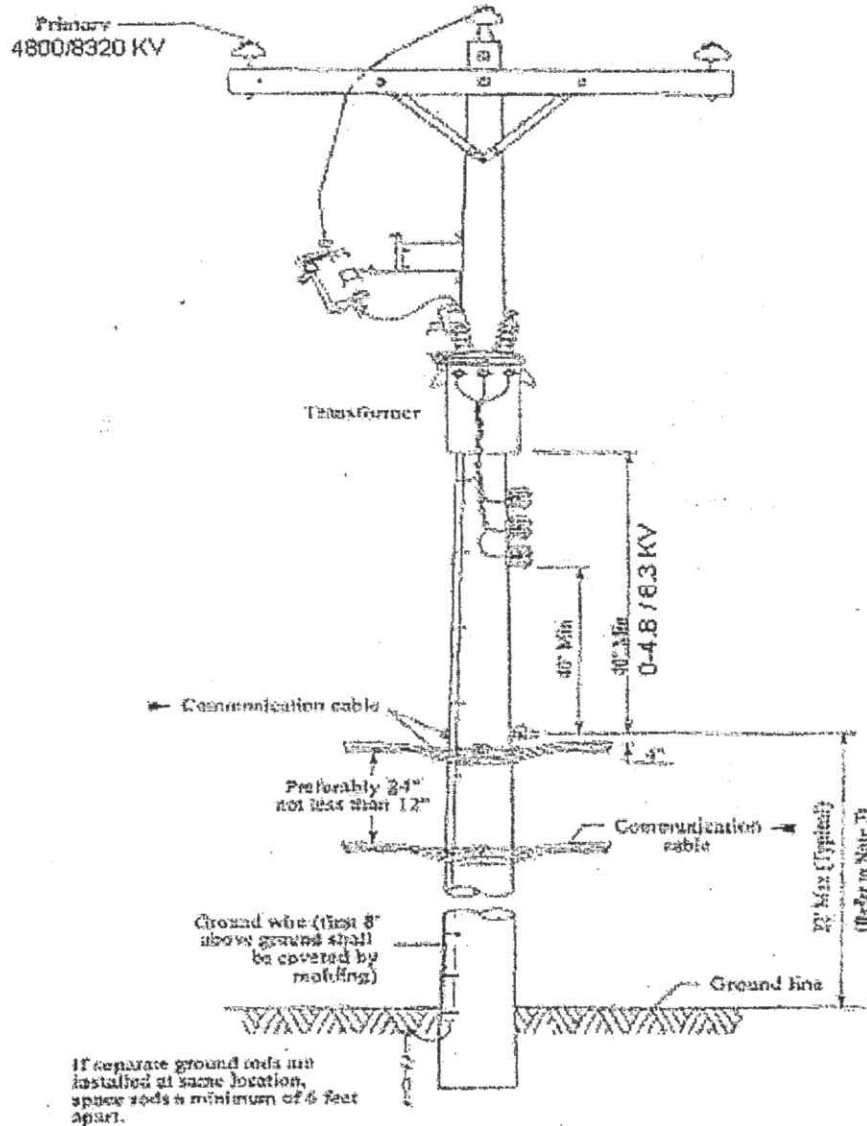
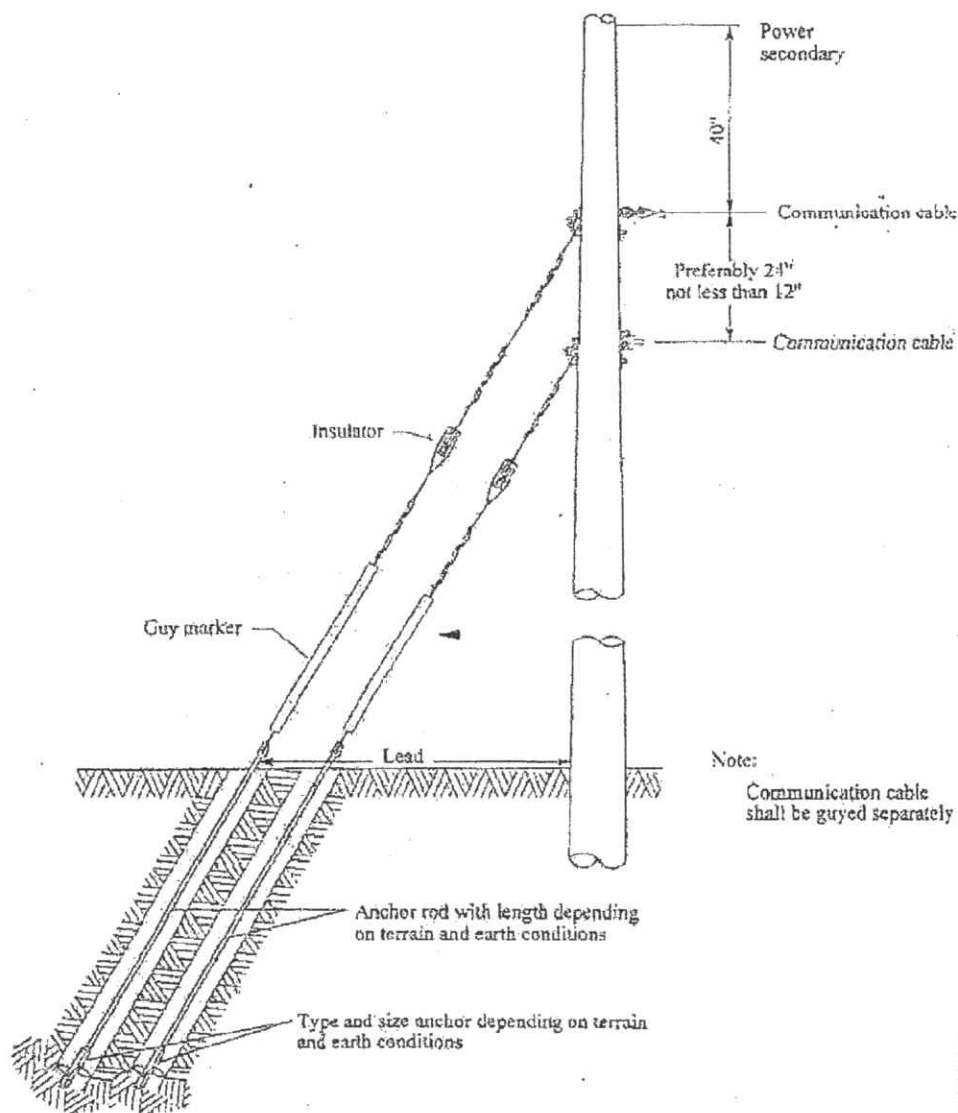


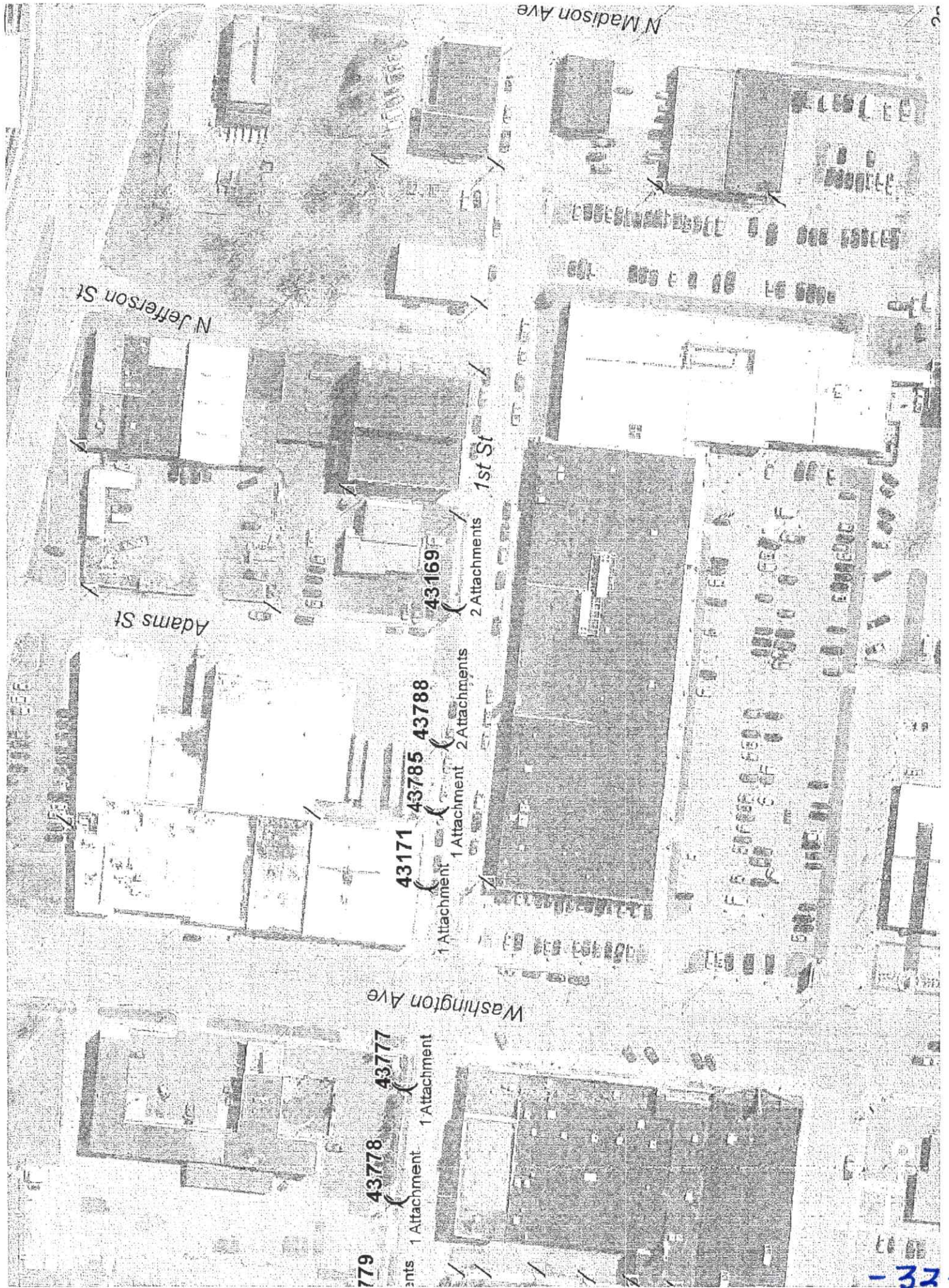
EXHIBIT B.01

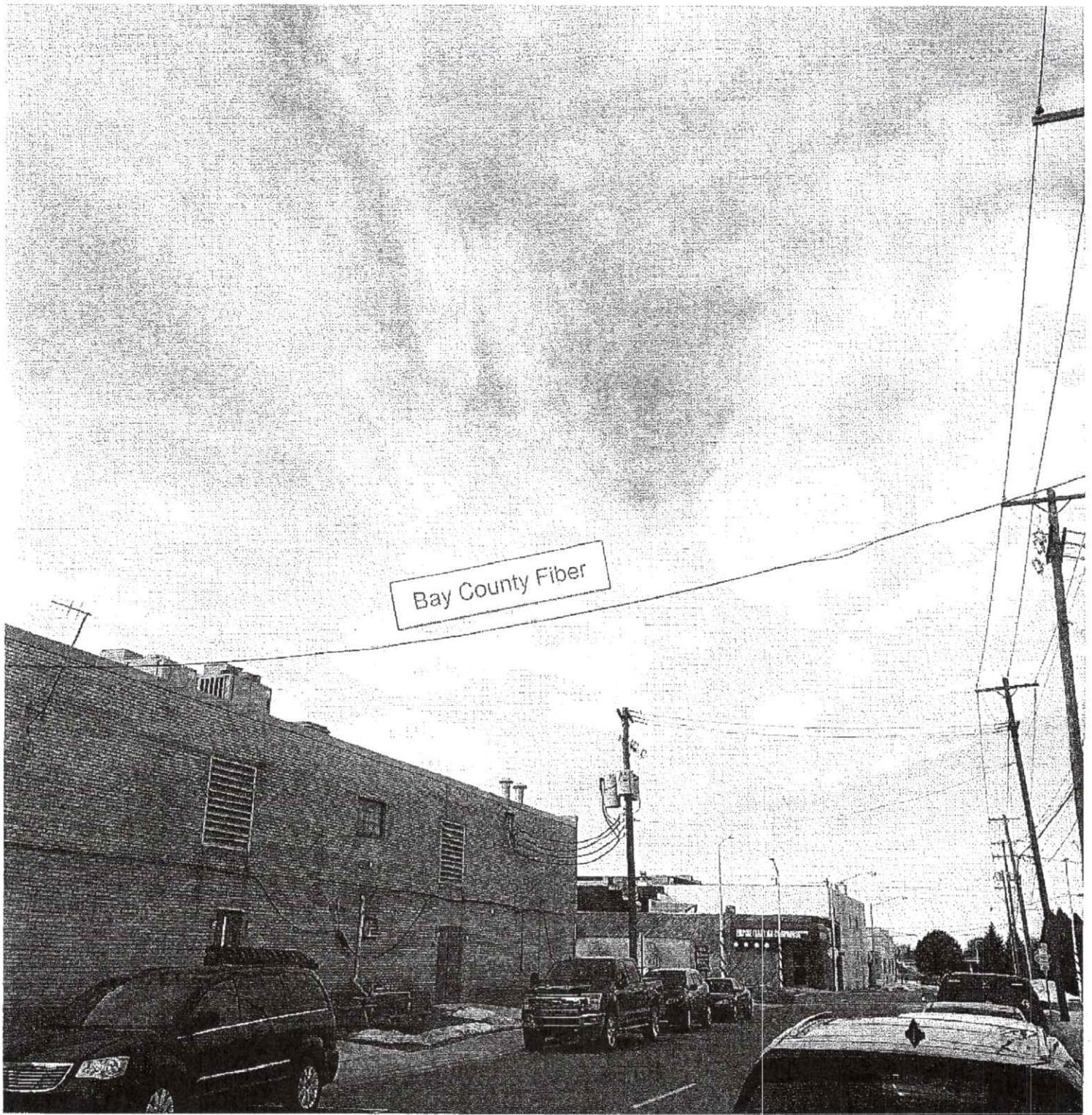
POLE ATTACHMENT: EXHIBIT B.03 (Anchor Guy Installation) Bay City Electric Light & Power



Note:
 Communication cable shall be guyed separately

EXHIBIT B .03





BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/1/2022)

WHEREAS, Bay County has an agreement with the City of Bay City that was executed on December 9, 2010 for 51 pole attachments that were used to support fiber optic cabling on the east and west sides of the city; and

WHEREAS, The cable was damaged under the river and is no longer in use, and to eliminate the annual expense, the cable needs to be removed; and

WHEREAS, Currently, funds do not exist in a budget for the removal of the pole attachments and the anticipated cost is \$3,590.00; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners appropriates up to \$3,590 from Fund Balance to allow for fiber removal and pole attachments on 51 power poles owned by Bay City Light and Power; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute any documents required for this removal project; Be It Finally

RESOLVED That related budget adjustments, if required, are approved.

MARIE FOX, CHAIR
AND COMMITTEE

Buildings & Grnds - Removal of Fiber Optic Pole Attachments

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____

AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____



800 Livingston * P.O. Box 633
Bay City, MI 48707-633
(Office) 989-895-3744
baycountyfair@yahoo.com
www.baycountyfair.com

157th Bay County Fair & Youth Exposition – August 9 – 13, 2022

February 22, 2022

Ms. Marie Fox, Chair
Ways and Means Committee
Bay County Board of Commissioners
515 Center Ave
Bay City MI 48708

The Bay County Fair and Youth Exposition Board has discussed improvement needs for the Bay County Fairgrounds. Per our lease agreement with Bay County, paragraph section #6D, the Bay County Fair and Youth Expo Board is required to receive prior consent of the Bay County Board of Commissioners as evidence by a formal Resolution of the Board. We are requesting approval to complete the following improvements at the Bay County Fairgrounds:

1. Construct a 36 x 80 building with 40 horse stalls, 12 x 80 lean to on each side, total size 60 x 80. Building will be used for horse shows, then storage during off season. Building will be located south of the horse barn and east of the fairboard office. (where the current practice arena is located)
2. Remove two turnouts, south of driveway, and construct a new practice horse arena closer to the show arena. (East of show arena).
3. Add fencing for security and safety.

All improvements will be coordinated with the Recreation and Facilities Department. These proposed improvements will be completed by a licensed contractor, when required, and volunteers. We will coordinate with Bay County Corporation Council and present the request to the Bay County Board of Commissioners for a third party contract approval.

All expenses for these proposed improvements will be paid for by the Bay County Fair and Youth Exposition. The BCFYE is currently seeking grant opportunities with Bay Area Community Foundation, and Michigan Department of Agriculture and Rural Develop to help fund these proposed projects. We are requesting approval to apply for these grants. If the grants are approved, the BCFYE will submit copies of the applications and award letters for approval by the Bay County Board of Commissioners."

Thank you for your consideration,

Mary Jo Brandt, President
Board of Directors



BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (3/1/22)

WHEREAS, The Bay County Fair and Youth Exposition Board has discussed improvement needs for the Bay County Fairgrounds and, per the existing lease agreement with Bay County, paragraph section #6D, the Bay County Fair and Youth Expo Board is required to receive prior consent of the Bay County Board of Commissioners as evidenced by a formal Resolution of the Board; and

WHEREAS, The Bay County Fair and Youth Exposition Board is requesting approval to complete the following improvements at the Bay County Fairgrounds:

1. Construct a 36 x 80 building with 40 horse stalls, 12 x 80 lean to on each side, total size 60 x 80. Building will be used for horse shows, then storage during off season. Building will be located south of the horse barn and east of the Fair Board office. (where the current practice arena is located)
2. Remove two turnouts, south of driveway, and construct a new practice horse arena closer to the show arena. (East of show arena).
3. Add fencing for security and safety.

WHEREAS, All improvements will be coordinated with the Recreation and Facilities Department and these proposed improvements will be completed by a licensed contractor, when required, and volunteers; and

WHEREAS, The Bay County Fair and Youth Exposition Board will coordinate with Bay County Corporation Counsel and present the request to the Bay County Board of Commissioners for a third party contract approval; and

WHEREAS, All expenses for these proposed improvements will be paid for by the Bay County Fair and Youth Exposition; and

WHEREAS, The BCFYE is currently seeking grant opportunities with Bay Area Community Foundation, and Michigan Department of Agriculture and Rural Develop to help fund these proposed projects and are requesting Board approval to apply for these grants. If/when the grants are approved, the BCFYE will submit copies of the applications and award letters for approval by the Bay County Board of Commissioners; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the projects outlined above as described; Be It Further

RESOLVED That the Bay County Fair and Youth Exposition Board is authorized to make application for available grant funding through the Bay Area Community Foundation and the Michigan Department of Agriculture and Rural Development and other funding sources deemed appropriate and when applications and awards are secured, they will be brought back to the Board for final approval.

MARIE FOX, CHAIR
AND COMMITTEE

Fair Board - Fairgrounds Improvements - Grant Applications

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____



BAY COUNTY

911 Central Dispatch

(989) 895-4051 • FAX (989) 892-3744

1228 Washington Ave., Bay City MI 48708

**Christopher Izworski
Director**

**Jim Barcia
Bay County Executive**

**Ryan Manz
Emergency Management Coordinator
989-895-4112**

To: Marie Fox, Chair, Ways and Means Committee

From: Ryan Manz, Emergency Management Coordinator

Date: February 22nd, 2022

**Subject: Emergency Management Performance Grant American Rescue Plan Act Funds
for FY 2021 - \$12,367.00**

Background: The Federal Emergency Management Agency (FEMA) provides federal funds through the EMPG Program for state and local emergency management programs. As the designated grantee of the EMPG funding in Michigan, the Michigan State Police Emergency Management and Homeland Security Division (EM-HSD) enters into agreements with local emergency management programs each year.

Reimbursement for the emergency management program is contingent upon completion of the activities in the signed Emergency Management Work Plan, which is maintained in the Emergency Management Coordinator's office. In order to remain eligible for EMPG funding, we must maintain current and adequate plans and meet exercise requirements. In addition each program must complete their quarterly work agreement activities and submit all necessary quarterly documentation to MSP-EMHSD. These funds are designated through the American Rescue Plan Act and are in addition to the normal amount of funds granted each year by the Emergency Management Performance Grant

Finance/Economics: This EMPG ARPA Agreement covers the current fiscal year. The agreement covers 17.13% (\$12,367.00) of covered program expenses.

Recommendation: Upon favorable review by Corporation Counsel, the Department recommends approval and signature of this agreement by the Board Chair, as well as approval of all budget adjustments related to this agreement.

Cc: Jim Barcia, Ryan Gale, Tiffany Jerry, Christopher Izworski, Amber Johnson, Craig Goulet

BAY COUNTY BOARD OF COMMISSIONERS

MARCH 8, 2022

RESOLUTION

- BY: WAYS AND MEANS COMMITTEE (3/1/2022)
- WHEREAS, The Federal Emergency Management Agency (FEMA) provides federal funds through the EMPG Program for state and local emergency management programs; and
- WHEREAS, As the designated grantee of the EMPG funding in Michigan, the Michigan State Police Emergency Management and Homeland Security Division (EM-HSD) enters into agreements with local emergency management programs each year; and
- WHEREAS, Reimbursement for the emergency management program is contingent upon completion of the activities in the signed Emergency Management Work Plan, which is maintained in the Emergency Management Coordinator's office; and
- WHEREAS, In order to remain eligible for EMPG funding, current and adequate plans must be maintained and exercise requirements met; and
- WHEREAS, In addition, each program must complete their quarterly work agreement activities and submit all necessary quarterly documentation to MSP-EMHSD; and
- WHEREAS, These funds are designated through the American Rescue Plan Act and are in addition to the normal amount of funds granted each year by the Emergency Management Performance Grant; and
- WHEREAS, This EMPG ARPA Agreement covers the current fiscal year and the agreement covers 17.13% (\$12,367.00) of covered program expenses; Therefore, Be It
- RESOLVED That the Bay County Board of Commissioners approves the FY 2021 Emergency Management Performance Grant American Rescue Plan Act Funds Agreement and authorizes the Chairman of the Board to execute said Agreement and related documents on behalf of Bay County following Finance and Corporation Counsel review and approval; Be It Finally
- RESOLVED That related budget adjustments, if required, are approved.

MARIE FOX, CHAIR
AND COMMITTEE

Emergency Management - EMPG ARPA Grant Agreement

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____

BAY COUNTY BOARD OF COMMISSIONERS

FEBRUARY 8, 2022

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (2/1/2022)

RESOLVED That the Bay County Board of Commissioners hereby approves the claims against the County as follows:

ACCOUNTS PAYABLE:

02/09/22	\$ 63,278.09
02/09/22	\$ 149,538.41
02/16/22	\$ 294,228.79

MARIE FOX, CHAIR
AND COMMITTEE

PAYABLES

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MARIE FOX				KIM J. COONAN				JAYME A. JOHNSON			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				KAYSEY L. RADTKE							

VOTE TOTALS:

 ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

 DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____ NO ACTION TAKEN _____

Description	Journal Number	2022 Fund Balance
Unassigned Fund Balance or (Deficit) 12/31/2021		\$7,317,824
Previous years Assigned Fund Balance for P.O.'s*		\$1,815,877
Previous years Assigned Fund Balance for designation to balance 2022 budget		<u>\$9,133,701</u>
Unassigned & Assigned Fund Balance or (Deficit) at 12/31/2021		<u>(\$1,815,877)</u>
2022 Budgeted Surplus /(Deficit)		

BUDGET ADJUSTMENTS POSTED IN JANUARY THROUGH FEBRUARY 2022

FEBRUARY 22, 2022

Estimated Unassigned Fund Balance or (Deficit) 2/22/2022

<u>0</u>
<u>\$7,317,824</u>



**BAY COUNTY
FINANCE/INFORMATION SYSTEMS**

James A. Barcia
County Executive

Christopher M. Izworski
Finance Officer
izworskic@baycounty.net

Kimberly A. Priessnitz
Assistant Finance Officer
priessnitzk@baycounty.net

Frances A. Moore
Purchasing
moorefa@baycounty.net

Julie A. Coppens
Information Systems Manager
coppensj@baycounty.net

TO: Marie Fox – Chairperson
Ways and Means Committee

FROM: Chris Izworski
Finance Officer/Information Systems Director

DATE: March 1, 2022

RE: Executive Directive #2007-001

REQUEST:

Please place this memo on the March 1, 2022, Ways & Means Agenda for your committee's information.

BACKGROUND:

On February 7, 2022, an email was sent requesting departments to contact their grantor agencies to confirm their level of grant funding for the current year. As stated previously, the Finance Department would request monthly updates from these departments regarding their grant funding status and then provide a status update to your committee at your monthly meeting.

ECONOMICS:

As of the date of this communication, the following are the updates to the previous correspondence:

1. The state grantor agencies that have responded to department's requests indicate that funding levels for the state grants with regarding to fiscal year 2021 and/or 2022 appear to have no changes.

RECOMMENDATION:

To receive.

cc: Jim Barcia
Kim Priessnitz



**BAY COUNTY
FINANCE DEPARTMENT**

James A. Barcia
County Executive

Christopher M. Izworski
Finance Officer
izworskic@baycounty.net

Kimberly A. Priessnitz
Assistant Finance Officer
priessnitzk@baycounty.net

TO: Elected Officials
Department/Division Heads

FROM: Chris Izworski, Finance Officer/Information Systems Director *CX*

DATE: February 11, 2022

RE: Lease Threshold – GASB 87

Effective on June 15, 2022, Government Accounting Standards Board (GASB) created Standard GASB 87 to establish a single model for all leases. To incorporate this new GASB 87 Bay County's lease agreement threshold is set at a monetary amount of \$5,000 or more in order to be considered applicable for this new standard.

Please note this \$5,000 lease threshold is the same dollar amount of the threshold for capitalization of assets at Bay County.

If you have any questions or concerns, please feel free to contact me.